



# Request for Proposals

for

## Riverfront Park Beach Repair

June 7, 2016

City of Milwaukie  
Engineering Department  
6101 SE Johnson Creek Blvd  
Milwaukie, OR 97206  
(503) 786-7600

Project Number CIP2016-D23



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CIP2016-D23

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# Request for Proposals

## City of Milwaukie

### Riverfront Park Beach Repair

### CIP2016-D23

The City of Milwaukie is seeking proposals from qualified and experienced consulting engineering firms for providing repair of the embankment erosion along the beach area due to a storm event as well as additional improvements of the Riverfront Park to mitigate future storm events. Proposals for the Riverfront Park Beach Repair will be received at the City of Milwaukie Community Development Office located at 6101 SE Johnson Creek Boulevard, Milwaukie, OR 97206 until 2:00 p.m. on Wednesday, July 6, 2016. Proposals received after the 2:00 pm deadline will not be considered and will be returned unopened to the proposer(s).

The Request for Proposals may be obtained for no cost at the City of Milwaukie, Community Development Office located at 6101 SE Johnson Creek Boulevard, Milwaukie, OR 97206 or downloaded from the City of Milwaukie website at <http://bids.milwaukieoregon.gov>. The Request for Proposals may be obtained by standard mailing upon request for a fee of \$25.00.

Proposals shall be submitted in a sealed envelope plainly identifying Project Name, Project Number, and Proposer's Name and Address. Proposals shall be addressed to Rick Buen, Civil Engineer, City of Milwaukie Community Development, 6101 SE Johnson Creek Boulevard, Milwaukie, OR 97206.

Addenda will be delivered to all those who have obtained the Request for Proposal by pick-up or mail through the City of Milwaukie Community Development Office. Proposers are advised to check the City's website regularly for addenda and other pertinent notifications.

For additional information regarding this Request for Proposals, please contact Rick Buen at (503) 786-7602 or by email at [Buenr@milwaukieoregon.gov](mailto:Buenr@milwaukieoregon.gov). The City of Milwaukie reserves the right to reject any and all proposals or to negotiate individually with one or more firms, and to select one or more firms on the basis if determined to be in the best interest of the City.

Dated this 08 day of June 2016.



## **Section 2 – Introduction and General Information**

### **2.1 Introduction**

The City of Milwaukie (City) is an Oregon municipality with a 2008 population of approximately 20,915. The City employs approximately 180 full and part time staff and is governed by a City Council comprised of four Councilors and the Mayor. The Council acts as the Local Contract Review Board for the City.

### **2.2 Issuance of Request for Proposals**

Request for Proposals (RFP) documents may be obtained for no cost at the City of Milwaukie, Community Development Office located at 6101 SE Johnson Creek Boulevard, Milwaukie, OR 97206 or downloaded from the City of Milwaukie website at:

<http://bids.milwaukieoregon.gov>.

RFP documents may be obtained by standard mailing upon request for a fee of \$25.00. The Project Manager is Rick Buen of the Engineering Department, who is the sole point of contact for all questions, concerns, and protests. He can be reached at (503) 786-7602 or by email at [Buenr@milwaukieoregon.gov](mailto:Buenr@milwaukieoregon.gov).

### **2.3 Submission of Proposals**

Each Proposer shall provide four copies of their proposal, sealed in an envelope plainly identifying Project Name, Project Number, and Proposer's Name and Address. Proposals shall be addressed and submitted to the following location by 2:00 p.m. on Wednesday, July 6, 2016.

City of Milwaukie  
Community Development  
Rick Buen  
6101 SE Johnson Creek Boulevard  
Milwaukie, OR 97206

All proposals must arrive at the City of Milwaukie Community Development Office on or before the time and date due. Electronically mailed or faxed proposals will not be accepted.

### **2.4 Request for Proposals Schedule**

The City anticipates the following general timeline for receiving and evaluating the proposals and selecting a firm/individual for the Riverfront Park Beach Repair. This schedule is subject to change if it is in the City's best interest to do so.

- |  |                          |
|--|--------------------------|
| • Advertise Request for Proposals            | June 9, 2016             |
| • Deadline to Submit Changes to RFP          | June 24, 2016, 2:00 p.m. |
| • Deadline to Request Additional Information | June 24, 2016, 2.00 p.m. |
| • Last Date for Addenda                      | July 5, 2016             |
| • Proposals Due                              | July 6, 2016, 2.00 p.m.  |
| • Evaluation of Proposals Complete           | July 12, 2016            |
| • Notice of Intent to Award                  | July 14, 2016            |
| • City Council Award                         | July 19, 2016            |
| • Notice of Award                            | July 20, 2016            |

- Commencement of Contract

July 25, 2016

## **2.5 Changes to the Solicitation by Addenda**

The City reserves the right to make changes to the RFP by written addendum, which shall be issued to all those who have obtained the RFP by pick-up or mail through the City of Milwaukie Community Development Office. Addenda will be made available for download on the City's website at:

**<http://bids.milwaukieoregon.gov>**.

Proposers are advised to check the City's website regularly for addenda.

A prospective Proposer may request a change in the RFP by submitting a written request to the address set forth in Subsection 2.3. The request must specify the provision of the RFP in question, and contain an explanation of the requested change. All requests for changes to the RFP must be submitted to the City no later than the date set forth in Subsection 2.4.

The City will evaluate any request submitted, but reserves the right to determine whether to accept the requested change. Changes that are accepted by the City shall be issued in the form of an addendum to the RFP.

All addenda shall have the same binding effect as though contained in the main body of the RFP. Oral instructions or information concerning the scope of work of the project given out by anyone other than the Project Manager shall not bind the City.

No addenda will be issued later than the date set in Subsection 2.4, except an addendum, if necessary, postponing the date for receipt of Proposals, withdrawing the invitation, modifying elements of the proposal resulting from delayed process, or requesting additional information, clarification, or revisions of proposals leading to obtaining best offers or best and final offers.

Each Proposer is responsible for obtaining all addenda prior to submitting a Proposal. Receipt of each addendum shall be acknowledged in writing as part of the Proposal.

## **2.6 Confidentiality**

All information submitted by Proposers shall be public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the Proposals for which Proposer requests exception from disclosure consistent with Oregon Law. All requests shall be in writing, noting specifically which portion of the Proposal the Proposer requests exception from disclosure. Proposer shall not copyright, or cause to be copyrighted, any portion of any said document submitted to the City as a result of this RFP. Proposer should not mark the entire proposal document "Confidential."

## **2.7 Cancellation**

The City reserves the right to cancel contract award for the Riverfront Park Beach Repair at any time before execution of the contract by both parties if cancellation is deemed to be in the City's best interest. In no event shall the City have any liability for the cancellation of contract award.



## **2.8 Late Proposals**

All Proposals that are not received by the Proposal Due Date in Subsection 2.4 will not be considered and will be returned unopened to the Proposer(s). Electronically mailed or faxed proposals will not be accepted. Delays due to mail and/or delivery handling, including, but not limited to delays within the City's internal distribution systems, do not excuse the Proposer's responsibility for submitting the Proposal to the correct location by the Proposal Due Date.

## **2.9 Disputes**

In case of any doubt or differences of opinions as to the items or service to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of the City shall be final and binding upon all parties.

## **2.10 Proposer's Representation**

Proposers, by the act of submitting their Proposals, represent that:

- A. They have read and understand the Proposal Documents and their Proposal is made in accordance therewith;
- B. They have familiarized themselves with the local conditions under which the work will meet their satisfaction;
- C. Their Proposal is based upon the requirements described in the Proposal Documents with exception, unless clearly stated in the response.

## **2.11 Conditions of Submittal**

By the act of submitting a Proposal in response to this Request for Proposals, the Proposer certifies that:

- A. The Proposer and each person signing on behalf of any Proposer certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no elected official, officer, employee, or person, whose salary is payable in whole or part by the City, has a direct or indirect financial interest in the Proposal, or in the services to which it relates, or in any of the profits thereof other than as fully described in the Proposer's response to this solicitation.
- B. The Proposer has examined all parts of the Request for Proposals, including all requirements and contract terms and conditions thereof, and, if its Proposal is accepted, the Proposer shall accept the contract documents thereto unless substantive changes are made in same without the approval of the Proposer.
- C. The Proposers, if an individual, is of lawful age; is the only one interested in this Proposal; and that no person, firm, or corporation, other than that named, has any interest in the Proposal, or in the proposed contract.
- D. The Proposer has quality experience providing embankment design and construction in a capacity similar to the duties outlined within the scope of services.

## **2.12 Proposer Requests Interpretation of Request for Proposal Documents**

Proposers shall promptly notify the City of any ambiguity, inconsistency or error, which they may discover upon examination of the Proposal Documents. Proposers requiring clarification or interpretation of the Proposal Documents shall make a written request for the same to the Project Manager.

The City shall make interpretations, corrections, or changes to the Proposal Documents in writing by published Addenda in accordance with Subsection 2.5. Interpretations, corrections, or changes to the Proposal Documents made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections, and changes.

## **2.13 Proposer Requests for Additional Information**

Requests for information regarding City services, programs, or personnel, or any other information shall be submitted in writing to the Project Manager prior to the deadline to request additional information stated in Subsection 2.4.

The City shall respond to requests for additional information in writing by published Addenda in accordance with Subsection 2.5. Responses to requests for additional information made in any other manner will not be binding.

## **2.14 Competition**

Respondents are encouraged to comment, either with their Proposals or at any other time, in writing, on any specification or requirement with this Request for Proposals, which the respondent believes, will inordinately limit competition.

## **2.15 Complaints and Inequities**

All complaints or perceived inequities related to the Request for Proposals or award of work referenced herein shall be in writing and directed to the Project Manager. Such submittals will be reviewed upon receipt and will be answered in writing.

## **2.16 Cost of Request for Proposals and Associated Responses**

The City is not liable for any costs incurred by a Proposer in the preparation and/or presentation of a Proposal. The City is not liable for any cost incurred by a Proposer in protesting the City's selection decision.

## **2.17 City Requests for Clarification, Additional Research, & Revisions**

The City reserves the right to obtain clarification of any point in a Proposal or to obtain additional information necessary to properly evaluate a particular Proposal. Failure of a Proposer to respond to such a request for additional information or clarification may result in a finding that the Proposer is non-responsive and consequent rejection of the Proposal.

The City may obtain information from any legal source for clarification of any Proposal or for information of any Proposer. The City need not inform the Proposer of any intent to perform additional research in this respect or of any information thereby received.

The City may perform, at its sole option, investigations of the responsible Proposer. Information may include, but shall not necessarily be limited to current litigation and contracting references. All

such documents, if requested by the City, become part of the public records and may be disclosed accordingly.

The City reserves the right to request revisions of proposals after the submission of proposals and before award for the purpose of obtaining best offers or best and final offers.

## **2.18 Rejection of Proposals**

The City reserves the right to reject any or all Proposals received as a result of this Request for Proposals. Proposals may be rejected for one or more of the following reasons, including but not limited to:

- A. Failure of the Proposer to adhere to one or more of the provisions established in the Request for Proposals.
- B. Failure of the Proposer to submit a Proposal in the format specified herein.
- C. Failure of the Proposer to submit a Proposal within the time requirements established herein.
- D. Failure of the Proposer to adhere to ethical and professional standards before, during, or following the Proposal process.

The City may reject any Proposal not in compliance with all prescribed public procurement procedures and requirements, and may reject for good cause any or all Proposals upon a finding of the City that it is in the public interest to do so.

## **2.19 Modification or Withdrawal of Proposal by Proposer**

A Proposal may not be modified, withdrawn, or canceled by the Proposer for sixty calendar days following the time and date designated for the receipt of Proposals. Proposals submitted early may be modified or withdrawn only by notice to the City, at the Proposal submittal location, prior to the Proposal Due Date. Such notice shall be in writing over the signature of the Proposer and submitted to the Project Manager. All such communication shall be so worded as not to reveal the amount of the original Proposal or any other material contents of the original Proposal.

Withdrawn proposals may be resubmitted up to the Proposal Due Date provided that they are then fully in conformance with the Request for Proposals.

## **2.20 Proposal Ownership**

All Proposals submitted become and remain the property of the City and, as such, are considered public information and subject to public disclosure within the context of the federal Freedom of Information Act and Oregon Revised Statutes (ORS) 192.501 and ORS 192.502.

Unless certain pages or specific information are specifically marked “proprietary” and qualify as such within the context of the regulations stated in the preceding paragraph, the City shall make available to any person requesting information through the City processes for disclosure of public records, any and all information submitted as a result of this Request for Proposals without obtaining permission from any Proposer to do so after the Notice of Intent to Award has been released.

## **2.21 Duration of Proposal**

Proposal prices, terms and conditions shall be firm for a period of at least ninety days from the Proposal Due Date. The successful proposal shall not be subject to future price escalation or

changes of terms if accepted during the ninety day period. Price decreases or changes in terms by others after the acceptance of a proposal will not be considered.

## **2.22 Intergovernmental Cooperative Agreement**

Pursuant to ORS 279A, other public agencies shall have the ability to purchase the awarded goods and services from the awarded Contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to the City. Any estimated purchase volumes listed herein do not include other public agencies and the City makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this Request for Proposals to any and/or all public agencies.

## **2.23 Affirmative Action/Nondiscrimination**

By submitting a proposal, the Proposer agrees to comply with the Fair Labor Standard Act, Civil Rights Act of 1964, Executive order 11246, Fair Employment Practices, Equal Employment Opportunity Act, Americans with Disabilities Act, and Oregon Revised Statutes. By submitting a proposal, the Proposer specifically certifies, under penalty of perjury, that the Proposer has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.

## **Section 3 – Scope of Work**

### **3.1 Introduction**

The City of Milwaukie (City) is seeking high quality and responsible services from a qualified and experienced individual or firm to provide engineering design and construction plans and specifications for the embankment protection and mitigation along the beach area in Milwaukie Riverfront Park on the Willamette River.

### **3.2 Term of Service**

The contract resulting from this Request for Proposals (RFP) shall be for a period of five months, commencing in July 2016.

### **3.3 Scope of Work**

The project consists of engineering design and construction plans and specification for the embankment protection and mitigation of the Willamette River bank located at the beach within Milwaukie Riverfront Park.

#### **Task 1 – Project Management**

##### **1.1 Project Administration**

Consultant shall provide a Project Administration Plan to direct, coordinate, and monitor the activities of the project with respect to budget, schedule, and contractual obligations. The Project Administration Plan shall be updated on a biweekly basis and submitted to the City.

##### **1.2 Coordination Meetings**

Consultant shall provide a minimum of biweekly conference calls and/or meetings between the Consultant and City personnel to review project progress, discuss project challenges and findings, and review early study results. Consultant shall ensure that the City personnel and Consultant team members maintain a shared understanding regarding study direction, objectives, and deliverables.

##### **1.3 Quality Assurance and Quality Control Review**

Consultant shall conduct internal Quality Assurance and Quality Control meetings and follow-up with technical experts as necessary during the course of the project.

#### **Task 2 – Data Gathering**

##### **2.1 Kickoff Meeting and Project Overview**

Consultant shall initiate the project kickoff meeting. Consultant shall prepare an agenda for the kickoff meeting, invite necessary attendees, collect data, and discuss the schedule of the project.

##### **2.2 Conduct Interviews**

Consultant shall conduct interviews with City personnel familiar with the river bank protection to collect information necessary for the Riverfront Park Beach Area Repair.

##### **2.3 Collect and Review Current Data**

Consultant shall submit a list of information to be collected and provided by the City. The provided information shall be reviewed by the Consultant to determine if it is sufficient for

completion of the project objectives. If the information is not sufficient, the Consultant shall suggest alternatives.

### **Task 3 – Design Development**

#### **A. Initial Survey of the Existing Bank**

Consultant shall conduct an initial survey of the existing bank and its surrounding area necessary for the design of the beach embankment repairs and mitigations.

#### **B. Construction Documents**

Consultant shall draft the bid construction documents on behalf of the City. The Consultant's standard planset template shall be utilized for creating the bid planset for this project. Sheets in the planset shall include, but are not limited to: Design plan of the beach reconstruction and mitigation requirements for the Willamette River bank with contours and elevations, profile of storm drain system (if needed), necessary details related to constructability of the proposed embankment and necessary mitigation requirements, City standard details, general construction notes, erosion control plan and notes, retaining walls (if required), and all appurtenance connections.

#### **C. City Review of Design**

The City shall be allowed time to review the proposed design of the embankment and mitigation of the Willamette River bank. The City shall be allowed a 2 week period to complete a review of the 30% and 60% design and a 4 week period to review the 90% design.

#### **D. Design Deliverables**

##### **1. Design Documents**

Consultant shall provide to the City all engineering calculations and documents produced during the design of the Project and all supplementary information. Information should be presented in an orderly manner and should be provided in both digital copy and paper copy.

##### **2. Bid Document Preparation**

Consultant will prepare and assemble construction bidding documents, including specifications for the subject Work. Consultant shall provide to the City an electronic bid planset in both PDF and DWG format (that is compatible with the AutoCAD 2013 format). The Consultant shall also provide to the City two (2) ANSI D (22"x34") paper copies in landscape for the final bid planset.

### **Task 4 – Construction Phase Services (Alternate)**

If requested and under a contract addendum, consultant shall provide the following construction phase services. The City may request any of the professional services below or none at all.

#### **A. Bid Support and Contractor Notification**

Consultant will assist the City with responses to questions or RFIs regarding the bid documents. Consultant will prepare a written evaluation of the bidder submittal. If requested by the City, Consultant will notify the selected Contractor. Consultant will attend a Pre-Construction Conference prior to commencement of Work at the Site.

#### **B. Construction Survey**

Consultant will provide on-site construction surveying and staking services as necessary. This shall include, but not limited to:

- Any surveying or layout work required establishing grades, inverts, elevations, road layouts, etc.
- Provide any field sketches and/or notes in PDF format (.pdf), if applicable.
- Provide photos (.jpg format) of field conditions, as requested.
- Provide record as-built drawings, as requested.
- Provide monument installation or relocation, as necessary
- Other survey work as determined by consultant to provide a completed Project design.

### **C. Construction Observation**

Consultant will provide on-site construction observation services during the construction phase, as requested by the City. Consultant will make visits at intervals as directed by the Project Manager in order to observe the progress of the Work. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep the Project Manager informed of the general progress of the Work.

Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work.

Consultant will respond to reasonable and appropriate requests for information and issue necessary clarifications and interpretations of the Contract Documents to the City as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client.

Consultant will bring to the attention of the Project Manager that Contractor's work will not produce a completed Project that conforms generally to Contract Documents. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

### **D. Final Notice of Acceptability of the Work**

Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.

## **Section 4 – Proposal and Proposer Requirements**

### **4.1 Submittal of Proposals**

In order to be considered for this project, each Proposer must provide four total copies of their proposal. All proposals must arrive at the issuing office on or before the listed time and date due. A corporate officer who has been authorized to make such a commitment must sign the proposals. Proposals shall be sealed in an envelope, plainly identifying Project Name, Project Number, and Proposer's Name and Address. The document shall be addressed and delivered to the issuing office identified in Section 2.3.

### **4.2 Proposer Requirements**

The following minimum criteria will apply:

- A. Each Proposer shall have no fewer than ten years experience, no fewer than five of which are within the State of Oregon, in providing all the types of services required within the Scope of Work in Section 3.3.
- B. Proposer shall demonstrate, to the satisfaction of the City, the ability to provide the services required within the Scope of Work in Section 3.3 to the City and shall demonstrate a proven history of providing such service for public agencies.
- C. Proposer shall not have a record of substandard workmanship. The City will verify this requirement by communication with the licensing authority, the Proposer's clients and references, and as many other references as the City may deem appropriate.

### **4.3 Proposer Representations**

The Proposer further agrees to the following:

- A. To examine all specifications and conditions thoroughly.
- B. To provide for appropriate insurance, deposits, and performance bonds, as required.
- C. To comply fully with the scope of services as attached to the agreed contract.
- D. That any and all registration and certification requirements required for Contractors are met as set forth in the Oregon Revised Statutes.

### **4.4 Proposal Format and Requirements**

#### **4.4.1 Proposal Format**

Proposers are encouraged to provide clear, concise proposals that contain only information required to respond to the needs of this project. Proposals shall be type written with the body text consisting of a serif font at least 12-point (e.g. Times New Roman, Garamond). Proposals shall be double sided and stapled once in the upper left hand corner. The City requests that submittal materials contain post-consumer recycled content and are readily recyclable. The City discourages the use of materials that cannot be readily recycled, such as PVC binders, spiral bindings, and plastic or glossy covers or dividers. One page is considered to be one side of a single 8 1/2" x 11" sheet.



#### **4.4.2 Introductory Letter (1 Page Maximum)**

Include the name of the proposing firm and its principal business address and phone number where the relationship will be managed. The letter should address the firm's willingness and commitment, if selected, to provide the services offered and a description of why the Proposer believes it should be selected. The letter should be addressed to the Project Manager at the address identified in Section 2.3. Provide telephone and fax numbers, email addresses, and mailing addresses for Proposer's project contact/manager. A statement in the letter of interest shall specifically stipulate that the consultant accepts all terms and conditions contained in the RFP and model Personal Services Agreement. The letter shall name the person(s) authorized to represent the consultant in any negotiations and the name of the person(s) authorized to sign any contract or agreement, which may result. The letter of interest must be signed by a legal representative of the Consultant firm or institution, authorized to bind the firm or institution in contractual matters.

#### **4.4.3 Proposer's Experience (3 Pages Maximum)**

Proposer shall describe the firm's and any key subconsultant's firm size, office locations, and relevant capabilities and resources in relation to this project. Only experience on completed projects should be included in this section. This section should include:

- A. Experience with:
  - a. Opinions of Probable Cost
  - b. Federal and State permitting and regulations
  - c. Soil Embankment
  - d. Hydraulic Modeling
  - e. Scouring Analysis
  - f. Stormwater Management
  - g. Construction Document Preparation
  - h. Landscape Engineering and Design
- B. Similar projects with other government agencies.
- C. Procedures and/or policies associated with or related to work quality and cost control.
- D. Management and organizational capabilities.

#### **4.4.4 Project Team Experience (5 Pages Maximum)**

Proposer shall identify the team to be assigned to the project by name, including at a minimum the principal, project manager, key staff, and any sub-consultants. Proposer shall describe the project team's qualifications and experience on completed projects related to this specific project. Proposer shall explain the project team's expertise regarding all tasks associated with the scope of work. This section should include:

- A. Approximate number of people to be assigned to the project.
- B. Extent of principal and project manager involvement.
- C. Principal, project manager, key members, and subconsultant experience with:
  - Opinions of Probable Cost
  - Federal and State permitting and regulations
  - Soil Embankment
  - Hydraulic Modeling
  - Scouring Analysis
  - Stormwater Management

- Construction Document Preparation
  - Landscape Engineering and Design
- D. Unique qualifications.
- E. Current assignments and location.
- F. Roles and responsibilities of key staff on this project.
- G. Percentage of time key staff will be devoted to this project for the duration of the project, based on a 40-hour work week.

Proposer may submit individual resumes of key staff for this project. Individual resumes are considered an attachment to the Proposal and are not subject to page limitations of this section. However, please limit each resume length to two pages.

#### **4.4.5 Project Understanding (2 Pages Maximum)**

Proposer shall demonstrate its preliminary understanding of the project by providing a clear and concise description of the project and major issues, based on the information provided in this RFP.

#### **4.4.6 Project Approach (1 Pages Maximum)**

Proposer shall clearly define the tasks and activities necessary to meet the objectives outlined in the scope of work of Section 3.3. This section should include:

- A. Description of the tasks and activities, the methodology that will be used to accomplish them, and which team members will work on each task.
- B. Description of the products that would result from each task and activity.
- C. Identification of points of input and review with staff.
- D. Estimated time frame to complete each task.
- E. Proposers are invited to suggest additional (optional) work tasks that could be performed in conjunction with or subsequent to the scope of work of Section 3.3. Any such tasks are to be described as optional and the benefits of performing such tasks shall be described. Such optional tasks are not likely to be included in the initial authorized agreement, but will be considered by the City for relevancy and for possible future use.

#### **4.4.7 Project Construction (1 Pages Maximum)**

Proposer to prepare an order of magnitude construction estimate for project understanding and approach identified in the proposal.

#### **4.4.8 Project Schedule (1 Pages Maximum)**

Proposer shall include a proposed project schedule identifying key tasks and milestone dates and their associated duration.

#### **4.4.9 Past Projects (1 Page per Project Maximum)**

Proposer shall provide project descriptions of up to 4 completed projects that meet the criteria listed in Section 4.4.3 and 4.4.4. Proposer shall list the firm(s) and project team member(s) that worked on the listed projects.

#### **4.4.10 References (1 Page Maximum)**

Proposer shall include references for each of the projects listed in Section 4.4.9. List contact name, title, agency, phone number, e-mail address, and mailing address.

#### **4.4.11 Proposal Form (Attachment A)**

Please complete the attached Proposal Form, Attachment A, with the required signature and other information. Please return this form with the Proposals in a sealed envelope in accordance with Section 4.1.

#### **4.4.12 Sample Personal Services Agreement (Attachment B)**

Review sample personal services agreement, Attachment B. No changes or alterations to the personal services agreement will be considered. Submission of a proposal constitutes acceptance of the personal services agreement as to form and content. Please review the agreement in consideration of the Proposal.

#### **4.4.13 Addenda**

All Addenda of this RFP shall be submitted as part of the Proposal. Receipt of each Addendum shall be acknowledged by the Proposer by signing in the appropriate designated location. Each Proposer shall ascertain, prior to submitting a Proposal, that the Proposer has received all Addenda issued by the City.

## **Section 5 – Proposal Selection and Evaluation**

### **5.1 General Information**

Each proposal will be judged on its completeness and quality of its content. The City reserves the right to reject any or all proposals and is not liable for any costs the Proposer incurs while preparing or presenting the proposal. All proposals will become part of the public file, without obligation to the City. Upon the completion of the evaluations, the City intends to negotiate a contract with the Proposer whose proposal is deemed to be most advantageous to the City.

### **5.2 Selection Review Committee**

The Selection Review Committee may be comprised of up to five members. The role of the Selection Review Committee is to evaluate the proposals submitted and make a recommendation of award. The City may also seek expert advice to help review proposals. Such advisors to the Selection Review Committee may attend evaluation meetings, Proposer presentations, evaluate the proposals, and lend any such expertise to the process as requested by the City. However, any such person that is contacted by the City for their expert advice shall not, from first being contacted until the RFP process is completed, or otherwise brought to an end, have communications with any Proposers regarding their proposals or the process.

Scoring will be completed covering all areas listed in Section 5.4 in the Evaluation Criteria. Scores for each Proposal shall be added together to arrive at a final score for each Proposer. Proposals will then be ranked in descending order by the total Proposal score.

The City is seeking value from the service requested. While cost is important to the overall evaluation process, the experience and qualifications are primary in the selection of a qualified consultant. If additional information is deemed necessary as part of the evaluations, such information will be solicited in order to allow the committee to complete the evaluation process.

### **5.3 Interviews**

Proposers selected for final evaluation (if necessary) may be required to make an oral presentation of their proposal to the Selection Review Committee. Such presentation shall provide an opportunity for Proposers to clarify their proposal to ensure thorough mutual understanding. The Selection Review Committee may interview the Proposers and ask additional questions related to the proposal and the scope of work. The City will schedule the time and locations of the interviews, if required, on the dates indicated in Section 2.4. Interviews will take place at a location to be determined by the City. Firms invited to the interview will be responsible for making and paying for their own travel arrangements.

### **5.4 Scoring and Evaluation Criteria**

The Selection Review Committee will evaluate the proposals. The role of the Selection Review Committee is to evaluate the proposals submitted and make a recommendation of award. The criteria listed below will be used to determine the finalists and apparent successful Proposer.

Each proposal shall be limited in length and judged as a demonstration of the Consultant's capabilities and understanding of the project.

Evaluation criteria, maximum points and page limitations will be as follows:

Criteria	Maximum No. Pages	Score
Introductory Letter	1	3
Proposer's Experience	3	5
Project Team Experience	5	15
Project Understanding	2	20
Project Approach	1	30
Project Construction	1	10
Project Schedule	1	5
Past Projects	4	10
References	1	N/A
Proposal Format	N/A	2
Total	16 Pages	100 Points

## 5.5 Best and Final Offers

If in the best interest of the City, the Selection Review Committee chooses to employ a method of Proposal selection leading to best and final offers, the City may conduct private discussions with qualified Proposers as allowed by ORS 279B.060(6).

## 5.6 Ranking of Proposals

Proposals may be ranked by the Selection Review Committee based on evaluation of responses and interviews (if any), with the first-ranked Proposal being that Proposer which is deemed to be the most appropriate and fully able to perform the services, and the second ranked Proposal being the Proposer next most appropriate, all in the sole judgment of the Selection Review Committee.

Proposal scores will be totaled and ranked. Any Proposal in response to this RFP shall be considered de facto permission to the City to disclose the results, when completed, to selected reviewers at the sole discretion of the City.

## **Section 6 – Contract Requirements**

### **6.1 Contract Award**

The award of a contract is accomplished by executing a written agreement that incorporates the entire RFP, Proposer's Proposal, clarifications, addenda, and additions. All such materials constitute the contract documents. The Proposer agrees to accept the contract terms of the attached Personal Services Agreement unless substantive changes are made without the approval of the Proposer. The issuing office and project manager of Section 2.3 is the sole point of contact for the issuance of the contract. The contract shall be substantially in the form of the sample "Personal Services Agreement" in Attachment B.

### **6.2 Affirmative Action Contracts**

- A. Public contracts may be awarded without a formal competitive process pursuant to a specific Affirmative Action plan. Affirmative Action is a program designed to insure equal opportunity in employment and business for persons otherwise disadvantaged by reason of race, color, religion, sex, national origin, age, physical or mental handicap, or being a disabled American veteran, including but not limited to, personnel practices of contractors, "set-aside" programs, and minority business enterprises. These rules shall not be construed to prohibit engaging in practices designed to promote affirmative action goals and policies.
- B. In carrying out the affirmative action policy, by appropriate ordinance, resolution or administrative rule, the City may limit competitive bidding on a public contract for procurement of goods and services or on any public contract estimated to cost \$150,000 or less to contracting entities owned or controlled by persons described in Subsection A of this section.

### **6.3 Contract Administrator**

The Contract Administer for the Riverfront Park Beach Repair shall be the project manager listed in Section 2.3.



## **Attachment A – Proposal Form**

### **Proposal Representations**

The undersigned hereby submits this Proposal to furnish all work, services systems, materials, and labor as indicated herein and agrees to be bound by the following documents: Request for Proposal, Personal Services Contract, and associated inclusions and references, specifications, Proposal Form, Proposer response, mutually agreed clarifications, appropriately priced change orders, exceptions which are acceptable to the City, and all other Proposer submittals.

The undersigned hereby certifies and represents that the Proposer:

- 1) has examined and is thoroughly familiar with the Request for Proposal and full understand its intent; and
- 2) has examined and is thoroughly familiar with the Personal Services Contract, agrees to accept the contract terms, and execute such contract upon award of the contract; and
- 3) understands that the City reserves the right to accept a proposal or reject all proposals if deemed in the best interest of the City; and
- 4) understands that all information included in, attached to, or required by this Request for Proposal shall be public record subject to disclosure within the context of the federal Freedom of Information Act and Oregon Revised Statutes (ORS) 192.501 and ORS 192.502.

### **Receipt of Addenda**

Proposer acknowledges that addenda numbers \_\_\_\_\_ have been delivered and examined as part of the Request for Proposal.

### **Certifications**

#### **Non-Collusion**

The undersigned Proposer hereby certifies that it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, potential Proposer, firm or person, in connection with this solicitation, to submit a collusive or sham proposal, to refrain from bidding, or manipulating or ascertain the price(s) of other Proposers or potential Proposers, or to secure through any unlawful act an advantage over other Proposers or the City. The fees and prices submitted herein have been arrived in an entirely independent and lawful manner by the Proposer without consultation with other Proposers or potential Proposers of foreknowledge of the prices to be submitted in response to this solicitation by other Proposers or potential Proposers on the part of the Proposer, its officers, owners, providers, representatives, employees or parties in interest, including he affiant.

#### **Conflict of Interest**

The undersigned Proposer and each person signing on behalf of the Proposer certifies, and in the case of sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the City Council, officer, employee, or person, whose salary in whole or in part by the City , has a



direct or indirect financial interest in the award of this Proposal, or in the services to which this Proposal relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein.

## **Reciprocal Preference Law**

### **Residency**

The undersigned Proposer certifies that their firm is a ( ) Resident Proposer ( ) Non-resident Proposer.

### **Signature Block**

The Proposer hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

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Proposer Firm Name

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Mailing Address, City, State, Zip

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Telephone Number

---

Facsimile Number

---

Proposer Name

---

Proposer Email Address

---

Signature

---

Date

By signing this Contract, Contractor assures that good faith efforts have been made to meet the goal for the DBE participation specified in the Contract for this project as required by ORS 200.045, and 49 CFR 26.53 and 49 CFR, Part 26, Appendix A.